



# UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office  
Address: COMMISSIONER FOR PATENTS  
P.O. Box 1450  
Alexandria, Virginia 22313-1450  
www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
-----------------	-------------	----------------------	---------------------	------------------

10/615,054

07/08/2003

John Manos

200901419-1

7996

22879 7590 12/09/2009

HEWLETT-PACKARD COMPANY

Intellectual Property Administration

3404 E. Harmony Road

Mail Stop 35

FORT COLLINS, CO 80528

EXAMINER

CHONG CRUZ, NADJA N

ART UNIT

PAPER NUMBER

3623

NOTIFICATION DATE

DELIVERY MODE

12/09/2009

ELECTRONIC

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

JERRY.SHORMA@HP.COM

ipa.mail@hp.com

laura.m.clark@hp.com



UNITED STATES PATENT AND TRADEMARK OFFICE

---

Commissioner for Patents  
United States Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450  
[www.uspto.gov](http://www.uspto.gov)

**BEFORE THE BOARD OF PATENT APPEALS  
AND INTERFERENCES**

Application Number: 10/615,054  
Filing Date: July 08, 2003  
Appellant(s): MANOS, JOHN

---

JOHN MANOS  
For Appellant

**EXAMINER'S ANSWER**

This is in response to the appeal brief filed on 6 October 2009 appealing from the Office action mailed 6 May 2009.

**(1) Real Party in Interest**

A statement identifying by name the real party in interest is contained in the brief.

**(2) Related Appeals and Interferences**

The examiner is not aware of any related appeals, interferences, or judicial proceedings which will directly affect or be directly affected by or have a bearing on the Board's decision in the pending appeal.

**(3) Status of Claims**

The statement of the status of claims contained in the brief is incorrect. A correct statement of the status of the claims is as follows:

Claims 1-18, 20-30, 32-35 and 38-41 have been finally rejected.

**(4) Status of Amendments After Final**

The appellant's statement of the status of amendments after final rejection contained in the brief is correct.

**(5) Summary of Claimed Subject Matter**

The summary of claimed subject matter contained in the brief is correct.

**(6) Grounds of Rejection to be Reviewed on Appeal**

The appellant's statement of the grounds of rejection to be reviewed on appeal is correct.

**(7) Claims Appendix**

The copy of the appealed claims contained in the Appendix to the brief is correct.

**(8) Evidence Relied Upon**

US 6,219,648 B1	JONES ET AL.	4-2001
US 2002/0123983 A1	RILEY ET AL.	9-2002

Robert W. Scheifler and Jim Gettys, The X Window System, ACM Transactions of Graphics, Vol. 5, No. 2, pp. 79-109 (April 19, 1986)

Mike Tsykin, Automated Service Level Reporting: Experience of Implementation, Fujitsu Australia, Ltd. pp. 1-12 (2000)

Official Notice

**(9) Grounds of Rejection**

The following ground(s) of rejection are applicable to the appealed claims:

**Claim Rejections - 35 USC § 103**

1. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

2. Claims 1, 12 and 23 are rejected under 35 U.S.C. 103(a) as being unpatentable over Jones et al. (US 6,219,648) in view of Scheifler et al. The X Window System, *ACM Transaction on Graphics*, Vol. 5, No. 2, April 1996 and further in view of Tsykin, Automated Service Level Reporting: Experience of Implementation, Fujitsu Australia, 2000.

Art Unit: 3623

**Claim 1:**

As per claim 1, Jones et al. teaches a method for monitoring service tickets for information technology service providers to ensure that levels of service required to be provided to a customer pursuant to an agreement between the customer and a service provider, are met, the method comprising:

- inspecting a service ticket in a database to determine a deadline for when a problem associated with the service ticket must be resolved, (col. 3, lines 11-20; col. 5, line 60-col. 6, line 2; col. 6, line 35-col. 7, line 61; col. 8, line 55-col. 10, line 64 teaches time intervals corresponding to escalation levels for a trouble ticket; the escalation levels being defined based on the trouble ticket remaining unresolved for a time exceeding user specified time intervals; a ticket reporting and tracking system for inputting trouble tickets and keeping track of the ticket status in the repair process, where the information contained in the trouble report is stored in the ticket reporting and tracking system, data files are formatted into data records and send to a managing module, where the records are stored in memory and then evaluated against a configuration data file to determine if an alert should be transmitted);

Jones et al. teaches “the escalation levels being defined based on the trouble ticket remaining unresolved for a time exceeding user specified time intervals; (Jones et al., col. 5, lines 63-65); a ticket reporting and tracking system for inputting trouble tickets and keeping track of the ticket status in the repair process (Jones et al. col. 6, lines 35-

Art Unit: 3623

37). Jones et al. does not expressly teach that the deadline based upon a contractually determined severity of the problem and a corresponding contractually required time for resolution of the problem. However, Tsykin in an analogous art of monitoring service tickets (e.g., automated service level reporting) for the purpose of determining severity and required time for resolution of the problem based upon a contract (Tsykin, page 10, Figure 12) as shown does:

- with the deadline based upon a contractually determined severity of the problem and a corresponding contractually required time for resolution of the problem (page 10, Figure 12, which teaches a deadline based upon a contract (e.g., Service Level Agreement, SLA) which is old and well known that SLA is a negotiated agreement between two parties where one is the customer and the other is the service provider. Figure 12 teaches item “Help Desk Response” with a determined severity of the problem “Severity 1, Severity 2 and Severity 3” and corresponding contractually required time for resolution of the problem “Severity 1: < 30 min, Severity 2: < 2 hrs and Severity 3: < 2 hrs of next shift”);

Therefore, it would have been obvious to one of ordinary skill in the art to modify Jones et al., to include the teaching of Tsykin because the claimed invention is merely a combination of old elements, and in the combination each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

Further, Jones et al., teaches:

Art Unit: 3623

- displaying, on a display device at the help desk, a graphical display populated with representations of service tickets that have reached a predetermined percentage of the time before their due date (col. 5, lines 51-53, which teaches that “the notification comprises an alphanumeric or digital page, an e-mail message, or an X-Windows terminal display message.” Where through an X-Windows terminal display “[t]he notification” which it “may contain various information, including the trouble ticket number, an escalation level, the date and time the ticket was first entered into the WFA system, the service type having trouble, customer name, current status of the ticket” (e.g., a predetermined percentage of the time before their due date) “and the identification (e.i. initials) of the technician involved in the service restoration effort.”);

Jones et al. teaches the use of X-Windows system to display graphically the notification to a user with information related to a trouble ticket (Jones et al. col. 5, lines 49-60). Jones et al. does not expressly teach that through the X-Window system a graphical display is populated with representations of service tickets as claimed. However, Scheifler in an analogous art of displaying user graphical interfaces through an X-Windows system for the purpose of enabling a user to modify an existing X-Windows system to populate a representation of service tickets (Scheifler et al, page 79, 1<sup>st</sup> ¶) as shown does, where Scheifler et al. teaches that a X-Windows system enables a user “to build applications and to manage desktop” and it provides “a wide variety of application and user interfaces to be built easily” (Scheifler et al, page 79, 1<sup>st</sup> ¶) .

Art Unit: 3623

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Jones et al. X- Windows system as taught by Scheifler et al. to graphically display a representation of tickets that have reached a predetermined percentage of the time before their due date because Scheifler X-Window system “provides high performance, high-level, device-independent graphics” (e.g. a graphical display). In addition, “desktop management can be custom-tailored to individual environments” (e.g., to display graphically a representation of tickets) (Scheifler et al, page 79, 1<sup>st</sup> ¶).

Furthermore, Jones et al disclose:

- determining a deadline approaching alert time at which a help desk user must be notified that the deadline for resolving the problem must be met (col. 3, lines 11-20; col. 5, line 60-col. 6, line 2; col. 6, line 35-col. 7, line 61 teaches time intervals corresponding to escalation levels for a trouble ticket; the escalation levels being defined based on the trouble ticket remaining unresolved for a time exceeding user specified time intervals);
- and alerting the help desk user that the deadline for resolving the problem is approaching when the deadline approaching alert time is reached (col. 11, line 13-col. 12, line 30 teaches when the alerting criteria for a ticket is satisfied, then notification should be sent to the appropriate management or personnel).

As per **claim 12**, it recites a computer program product in a computer readable media for use in a data processing system for performing the methods of claim 1. Since Jones



Art Unit: 3623

et al. teaches a computer program product in a computer readable media for use in a data processing system (col. 6, lines 5-35), claim 12 is rejected for the same reasons set forth above in claim 1.

As per **claim 23**, it recites a system in a computer readable media for use in a data processing system for performing the methods of claim 1. Since Jones et al. teaches a system in a computer readable media for use in a data processing system (col. 6, lines 5-35), claim 23 is rejected for the same reasons set forth above in claim 1.

3. Claims 2-11, 13-18, 20-22, 24-30, 32-33, 34-35 and 39-40 are rejected under 35 U.S.C. 103(a) as being unpatentable over Jones et al. (US 6,219,648) in both view of Scheifler et al. The X Window System, *ACM Transaction on Graphics*, Vol. 5, No. 2, April 1996 and Tsykin, Automated Service Level Reporting: Experience of Implementation, Fujitsu Australia, 2000 as applied to claims 1, 12 and 23 above and further in view of Riley et al. (US Pub. No. 2002/0123983 A1) and Official Notice.

## **Claim 2**

As per **claim 2**, Jones et al. teaches:

- determining a status update interval for the service ticket (col. 7, lines 19-39 teaches the application receiving reports on a time interval);
- and responsive to a determination that the problem has not been resolved by the deadline, determining a first status update alert time to alert the help desk user (vol. 7, lines 19-61 teach that the interval should be predefined and publicly known because a configuration data file for

Art Unit: 3623

alerting contains time periods for alerting based upon this interval where once the time duration of other alerting criteria has been satisfied, the module requests an alert to be sent to the appropriate personnel).

Jones et al. does not expressly teach alerting the help desk user to then send a status update to the customer. However, Riley et al. in an analogous art of implementing service desk capability for the purpose of sending a status update to the customer (paragraphs 136-137), Riley et al. teaches alerting the help desk user to send a status update to the customer (paragraphs 136-137 teach the exceeding a target time and sending a notification to a personnel who will be assign the problem, where paragraph 144 teaches that as service requests are escalated, or as they exceed target time and are assigned a higher tier operator in which notifications are sent to the new personnel, the Service Desk, or the personnel, needs to communicate the status with the customer).

It would have been obvious to one of ordinary skill in the art to include in the method monitoring progress of customer generated trouble tickets of Jones et al. the ability to send a status update to the customer in response to ticket escalation as taught by Riley et al. since the claimed invention is merely a combination of old and well known elements, and in the combination, each element merely would have performed the same function it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

**Claim 3:**

Art Unit: 3623

As per **claim 3**, Jones et al. teaches alerting the help desk user as recited above in claim 1.

However, Jones et al. does not expressly teaches alerting the help desk user that a status update is approaching when the first status update alert time occurs. Riley et al. teaches alerting the help desk user that a status update is approaching when the first status update alert time occurs (paragraph 144).

It would have been obvious to one of ordinary skill in the art to include in the method monitoring progress of customer generated trouble tickets of Jones et al. the ability to send an alert that a status update is necessary as taught by Riley et al. since the claimed invention is merely a combination of old and well known elements, and in the combination, each element merely would have performed the same function it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

**Claim 4:**

As per **claim 4**, Jones et al. teaches responsive to a determination that the problem has not been resolved after a time has passed, determining a time to alert the help desk user as recited above in claim 1. However, Jones et al. does not teach the time being a status update time or determining a time to alert the help desk user that a time to provide a new status update to the customer is approaching and alerting the help desk user prior to the time to provide the new status update.

Riley et al. teaches time being a status update time and determining a time to alert the help desk user that a time to provide a new status update to the customer is

Art Unit: 3623

approaching and alerting the help desk user prior to the time to provide the new status update (paragraphs 77-82 teach reminding personnel when to escalate incidents, when to provide status information to users, and when service levels are not being met; Fig 12 teaches notifying or alerting of escalation and contacting the customer as part of the whole service request escalation process, or rather alerting of escalation, which includes a new status update).

It would have been obvious to one of ordinary skill in the art to include in the method monitoring progress of customer generated trouble tickets of Jones et al. the ability to alert of a status update time and providing new status updates to the customer as taught by Riley et al. since the claimed invention is merely a combination of old and well known elements, and in the combination, each element merely would have performed the same function it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

**Claim 5:**

As per **claim 5**, Jones et al. teaches alerting the helpdesk user that the deadline for resolving the problem is approaching when the deadline approaching alert time is reached comprising sending an alert wherein the alert includes an identity of the service ticket (col. 11, line 35-col. 12, line 11 teach the alert message or notification including the ticket number). However, Jones et al. does not expressly teach the alert including the deadline for when a problem associate with the service ticket must be resolved.

Riley et al. teaches an alert including the deadline for when a problem associated with the service ticket must be resolved (paragraph 79 teaches reminding personnel when to

Art Unit: 3623

escalate incidents and when service levels are not being met; paragraph 143 teaches as soon as a problem cannot be resolved in the targeted service levels is will be escalated, service requests are escalated if SLAs are likely to be impacted, where the escalation should be configured to occur well before the actual SLA targets are passed, escalation includes the notification of the assignee and the next level of management, Fig. 12).

It would have been obvious to one of ordinary skill in the art to include in the method monitoring progress of customer generated trouble tickets of Jones et al. the ability to include the deadline as taught by Riley et al. since the claimed invention is merely a combination of old and well known elements, and in the combination, each element merely would have performed the same function it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

**Claim 6:**

As per **claim 6**, Jones et al. teaches an alert as recited above in claim 1 and further the alert being in a window (col. 2, lines 15-33). However, Jones et al. does not expressly teach the alert comprises a pop-up window. Riley et al. teaches an alert comprising a pop-up window (paragraph 137).

It would have been obvious to one of ordinary skill in the art to include in the method monitoring progress of customer generated trouble tickets of Jones et al. a pop-up window as taught by Riley et al. since the claimed invention is merely a combination of old and well known elements, and in the combination, each element merely would have

Art Unit: 3623

performed the same function it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

**Claim 7:**

As per **claim 7**, Jones et al. teaches an alert to the help desk user's data processing system as recited in claim 1. Further Riley et al. teaches the alert being a pop-up window as recited above in claim 6. However, neither Jones et al. nor Riley et al. expressly teach the pop-up window is displayed on top of all other windows that are open on the data processing system. Examiner takes Official notice that a pop-up window being displayed on top of all other windows that are open on a data processing system is old and well known in the art. Thus, it would have been obvious to one of ordinary skill in the art to include the pop-up window being displayed on top of all other windows in order to more efficiently generate a notification to alert personnel or management that outages exist that have exceeded predefined time limits of intervals (see Jones et al., col. 1, line 65-col. 2, line 2).

**Claim 8:**

As per **claim 8**, Jones et al. teaches the alert comprises an audio alert (col. 2, lines 15-33 teaches the alerts being page notifications, which are audio alerts).

**Claim 9:**

As per **claim 9**, Jones et al. teaches the alert comprises a graphical alert (col. 2, lines 15-33 teach the alerts being alphanumeric, e-mail, an X-window terminal message, or graphical alerts).

**Claim 10:**

Art Unit: 3623

As per **claim 10**, Jones et al. teaches a deadline for when a problem associated with the service ticket must be resolved as recited in claim 1. However, Jones et al. does not expressly teach the deadline for when a problem associated with the service ticket must be resolved is determined by consulting a ticket severity table.

Riley et al. teaches teach the deadline for when a problem associated with the service ticket must be resolved is determined by consulting a ticket severity table (paragraphs 116-123).

It would have been obvious to one of ordinary skill in the art to include in the method monitoring progress of customer generated trouble tickets of Jones et al. the ability to determine a deadline by consulting a ticket severity table as taught by Riley et al. since the claimed invention is merely a combination of old and well known elements, and in the combination, each element merely would have performed the same function it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

**Claim 11:**

As per **claim 11**, Jones et al. does not teach the ticket severity table is populated in accordance with a level of service agreement between the customer and the information technology provider. Riley et al. teaches the ticket severity table is populated in accordance with a level of service agreement between the customer and the information technology provider (paragraphs 116-123; 61; 81).

It would have been obvious to one of ordinary skill in the art to include in the method monitoring progress of customer generated trouble tickets of Jones et al. the ability to

Art Unit: 3623

determine a deadline by consulting a ticket severity table populated in accordance with a level of service agreement as taught by Riley et al. since the claimed invention is merely a combination of old and well known elements, and in the combination, each element merely would have performed the same function it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

**Claims 13-18 and 20-22:**

As per **claims 13-18 and 20-22**, they recite a computer program product in a computer readable media for use in a data processing system for performing the methods of claims 2-11. Since Jones et al. teaches a computer program product in a computer readable media for use in a data processing system (col. 6, lines 5-35), claims 13-18 and 20-22 are rejected for the same reasons set forth above in claims 2-11.

**Claims 24-30 and 32-33:**

As per claims **24-30 and 32-33**, they recite a system in a computer readable media for use in a data processing system for performing the methods of claims 2-11. Since Jones et al. teaches a system in a computer readable media for use in a data processing system (col. 6, lines 5-35), claims 24-30 and 32-33 are rejected for the same reasons set forth above in claims 2-11.

**Claim 34:**

As per claim 34, Jones et al. teaches a system for monitoring service tickets in order to provide reminders to a help desk user of impending times for actions, the times actions being provided according to a level of service required to be provided to a customer



Art Unit: 3623

pursuant to a contract between the customer and a service provider, the system comprising:

- a monitoring server; a database; and a help desk client (col. 6, line 5-col. 8, line 32 teach a tracking system, or a monitoring server, storing the trouble tickets in data records, or a database; and col. 11, lines 35-54 teach alerting going to the appropriate personnel, or a help desk client);
- the database stores tickets and information regarding ticket types, ticket severities; for actions to be performed for each of the ticket types and ticket severities (col. 11, lines 35-66 teach the report information containing information including type of service required, or ticket type, ticket duration, status, position, escalation levels, or time for actions to be performed for each ticket, which includes ticket type; col. 15, lines 35-44 teach that the severity of repair work can be indicated in the report as well);
- the monitoring server monitors tickets in the database, determines when time for actions are approaching, and sends alerts to the help desk client alerting the help desk user that a time to take a specified action is approaching (col. 3, lines 11-20; col. 5, line 60-col. 6, line 2; col. 6, line 35-col. 7, line 61 teaches time intervals corresponding to escalation levels for a trouble ticket; the escalation levels being defined based on the trouble ticket remaining unresolved for a time exceeding user specified time intervals; col. 11, line 13-col. 12, line 30 teaches when the alerting criteria

for a ticket is satisfied, then notification should be sent to the appropriate management or personnel);

- the help desk client displays active tickets to a help desk user and provides alerts received from the monitoring server to the help desk user (col. 5, line 50-60 teaches displaying notifications including trouble ticket number, an escalation level, date and time, service type, status, etc).

Jones et al., teaches that the invention "is to satisfy customer requirements for timely, proactive and documented internal escalations" (page 2, lines 9-11). Jones et al., does not specifically teach the following limitation. However, Riley et al., in an analogous art of implementing service desk capability for the purpose of storing contractually required times (e.g., service level agreement) (Figures 2 and 6, ¶ 0116-0121) as shown does:

- based on the contract and corresponding contractually required times (Figure 2 illustrates a "Central Service Desk Repository", which stores information related to problems and solutions and Figure 6, ¶ 0116-0121, illustrate a service request logging and categorization, block 69, "Assign Priority to Service Request" where "the operator analyzes the service request in order to prioritize it. The resulting prioritization is used to classify the request against all other requests made by the Service Desk customers and determines the speed in which the service request should be handled" (e.g., contractually required times) "(according to defined Service Level Agreements or SLAs)." Further, "[t]he type of information necessary for assigning priority can include: [t]he service request's impact,

Art Unit: 3623

the service request's severity, the criticality of the business function affected, the resolution urgency. The meaning of each of these terms will be adjusted to fit the organization, but each should be clearly defined and documented" (e.g., Service Level Agreement or SLAs) which is old and well known that SLA is a negotiated agreement between two parties where one is the customer and the other is the service provider where the level of service is formally defined);

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to store contractually required times (e.g., service level agreement), as taught by Riley et al., to improve Jones et al., thereby giving the predictable result of setting out "the services to be performed and the target service levels to be achieved. These SLAs are designed for the user community and are written with the Service Desk customers in mind." (Riley et al., ¶ 0032).

**Claim 35:**

As per **claim 35**, Jones et al. teaches a time associated with the system (col. 5, line 50-col. 6, line 34). However, Jones et al. does not expressly teach the time determined using a centralized clock. Examiner takes Official notice that utilizing a centralized clock when time is recorded in a computer system is old and well known in the art. Thus, it would have been obvious to one of ordinary skill in the art at the time of the invention to utilize a centralized clock in order to record the time as taught by Jones et al. in order to more accurately record the time of a trouble ticket and to track data modification (e.g., log files) related to the trouble ticket (Jones et al. col. 3, lines 5-10).

Art Unit: 3623

**Claim 39:**

Jones et al. disclose the following limitation:

- wherein the active tickets displayed are only those that have reached a predetermined percentage of the time before their due date (col. 1 lines 65-67-col.2 lines 1-2 and col. 2, lines 23-34, which teaches that a notification is sent through the X-Windows system which is fully customizable as discussed above “to alert key personnel or management that outages (i.e. troubles) exist that have exceeded predefined time limits or intervals” (a predetermined percentage of the time before their due date). Jones et al. teaches that the notification display only those ones that have exceeded a predefined time limit or intervals.);

**Claim 40:**

Jones et al. disclose the following limitation:

- wherein the percentage of time is 75% of the time specified in an associated LOS (col. 5, lines 41-44, which teaches that it “provides a management tool to alert recipients of trouble tickets having exceeded predefined time interval(s)” (e.g., a percentage of time) “without service resolution or repair”);

Jones et al. does not expressly teach that the percentage of time is 75% of the time specified. However, Examiner takes **Official Notice** that it is old and well known in the art to set a predetermined period of time (e.g., 75% or less than 75%) in order to comply with the associated level of service by alerting recipients of trouble tickets. Therefore, it

Art Unit: 3623

would have been obvious to a person of ordinary skill in the art at the time of the invention to set a 75% or less than 75% of the time specified (e.g., a predefined time interval) to improve Jones et al. thereby giving the predictable result of performing equally well by specifying a different percentage of time (e.g., less than 75%) in order to comply with an associated level of service by completing a service resolution or repair in less time.

4. Claims 38 and 41 are rejected under 35 U.S.C. 103(a) as being unpatentable over Jones et al. (US 6,219,648) in view of Scheifler et al. The X Window System, *ACM Transaction on Graphics*, Vol. 5, No. 2, April 1996 in view of Riley et al. (US Pub. No. 2002/0123983 A1) as applied to claims 1-37 and 39-40 above and further in view of Quercia et al. The Definitive Guides to the X Window System, *O'Reilly & Associates, Inc.* Volume Three, Motif Edition, 1993.

**Claim 38:**

Jones et al. teaches the use of X-Windows system to display graphically the notification to a user. The combination of Jones et al. and Scheifler et al. does not teach the following limitation. However, Quercia et al. in an analogous art of user graphical interfaces tool for the purpose to graphically display information in a grid format (Figure 6-7, page 147) as shown does:

- wherein the activities tickets are displayed in a grid (Figure 6-7, page 147, which it illustrates that X-windows system enables a user to graphically display information in a grid format);

Art Unit: 3623

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify the X-Windows system to display the activities ticket in a grid as taught by Quercia et al., to improve the combination of Jones et al. and Scheifler et al., thereby giving the predictable result of providing an user friendly graphical representation of the activities tickets status, because X-Windows system allows “to display certain information about the individual characters” (Quercia et al., page 147, 2<sup>nd</sup> ¶).

**Claim 41:**

Jones et al. teaches the use of X-Windows system to display graphically the notification to a user. The combination of Jones et al. and Scheifler et al. does not teach the following limitation. However, Quercia et al. in an analogous art of user graphical interfaces tool for the purpose to minimize the display (page 8, Figure 1-2,) as shown does:

- wherein the display may be minimized at the election of the user (page 8, Figure 1-2, which it illustrates a “Minimize button” which is old and well known in the art);

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to enable a user to minimize a display as taught by Quercia et al., to improve the combination of Jones et al. and Scheifler et al., thereby giving the predictable result of allowing a user to minimize the display through a minimize button.

**(10) Response to Argument**

In the Appeal Brief, Appellant presents the following arguments:

*Independent Claim 1:*

- 1) Appellant argues that Jones et al., fails to disclose that **the customer is consulted or has any input regarding the selection of the deadline**, as one of skill in the art reading Jones et al., would conclude that the determined deadline is determined entirely and exclusively by the service provider without regard to the customer to whom service is to be provided.
- 2) That as apparently conceded by the Examiner, Jones et al., fails to disclose inspecting a service ticket in a database to determine a deadline for when a problem associated with the service ticket must be resolved, where the deadline is based upon a contractually determined severity of the problem and a corresponding contractually required time for resolution of the problem.
- 3) Jones et al., fails to, however, disclose displaying on a display device a graphical display populated with representations of service tickets that have reached a predetermined percentage of time before their due date.
- 4) Jones et al., further fails to disclose determining a deadline approaching alert time at which a help desk user must be notified that the deadline for resolving a problem must be met.

Art Unit: 3623

- 5) Jones et al., fails to disclose determining a deadline approaching alert time at which a help desk user must be notified that a deadline that is based upon a contractually determined severity of the problem is approaching.
- 6) Tsykin fails to, however, disclose inspecting a service ticket to determine a deadline that is based upon a contractually determined severity of the problem and a corresponding contractually required time for resolution of the problem. In this regard, Tsykin merely discloses reporting the percentage of responses that conform to SLA requirements, not setting deadlines. Tsykin also fails to disclose or render obvious the selection of an additional deadline approaching deadline.
- 7) The Office Action fails to show why one of skill in the art in possession of the cited references would have derived determining a deadline approach alert time at which a help desk user must be notified that the deadline, which is contractually determined for resolving the problem, must be met. Neither Jones et al., nor Tsykin discloses determining a deadline approaching alert time in that neither the hypothetical combination of these references nor any reasoning that is set forth by the Examiner explains why one of skill in the art in possession of these two references would have derived the explicitly recited claim limitations. No reason has been given, however, for the modification in



Jones et al., to cause the escalation level to be invoked for a time *approaching* the contractually-specified resolution time (*emphasis added*).

- 8) Jones et al., fails to disclose, however, displaying representations of service tickets that have reached a predetermined percentage of the time for their due date. Scheifler merely discloses an X-Window system and fails to address displaying a graphical display with the claimed representations of service tickets, as set forth in claim 1. Thus, one of skill in the art in possession of Jones et al., and Scheifler would merely have derived notifying support personnel of a deadline using an X-Window alert message, not the act of displaying that is explicitly recited in claim 1. The Final Office Action fails to set forth any plausible reason to explain why the skilled artisan would have hypothetically combined Jones et al., and Scheifler to derive displaying a graphical display populated with representations of service tickets that have reached a predetermined percentage of the time before their due date.

*Independent Claim 12:*

- 9) That the hypothetical combination of the cited references fails to disclose or render obvious first instructions to determine a deadline for when a problem associated with a service ticket must be resolved with the deadline based upon a contractually determined severity of the problem and a corresponding contractually required time for resolution

Art Unit: 3623

of the problem second instructions for determining a deadline approaching alert time at which a help desk user must be notified that the deadline for resolving the problem must be met.

- 10) There has been no plausible reason supplied by the Examiner to explain why this hypothetical combination would produce instructions to determine a deadline approaching alert time at which a help desk user must be notified that a contractually-based deadline must be met.
- 11) That the hypothetical combination of references fails to disclose or render obvious display instructions for displaying a graphical display populated with representations of service tickets that have reached a predetermined percentage of the time before their due date. The Final Office Action fails to set forth, however, any plausible reason to explain why one of skill in the art in possession of these two references would have derived display instructions for displaying a graphical display populated with representations of service tickets that have reached a predetermined percentage of the time before their due date.

*Independent Claim 23:*

- 12) The hypothetical combination fails to disclose second means for determining a deadline approaching alert time in which a help desk user must be notified that the deadline for resolving a contractually-based problem must be met.

Art Unit: 3623

- 13) That the hypothetical combination of Jones et al., Scheifler and Tsykin fails to disclose display means for generating a graphical display populated with representations of service tickets that have reached a predetermined percentage of the time before their due date.

*Dependents Claims 2, 13 and 24:*

- 14) Riley et al., fail to, however, disclose or render obvious determining a status update alert time to alert a help desk user that a status update needs to be sent to a customer (emphasis added); fails to mention alerting a customer or alerting a help desk user that a status update needs to be sent to a customer.
- 15) The Final Office Action and the cited references are devoid of any reasoning or teaching to explain why the hypothetical combination would have disclosed or rendered obvious **determining a first deadline for alerting the customer**, as explicitly claimed.
- 16) Jones et al., fails to disclose in response to a determination that a problem has not been resolved by a deadline, determining a status update alert time to alert a help desk user that a status update needs to be sent to a customer. It is noted that neither Scheifler nor Tsykin cure the deficiencies of Jones et al., and Riley et al.,

*Dependents Claims 4, 15 and 26:*

- 17) The hypothetical combination of references fails to disclose determining a first status update alert time to alert a help desk user that a status

Art Unit: 3623

update needs to be sent to a customer. Not only does the hypothetical combination fail to disclose or render obvious determining a first status update alert time (for the reasons set forth above), the hypothetical combination also fails to disclose or render obvious determining a time to provide a new status update to a customer, as the hypothetical combination fails to disclose or render obvious determining any alerts regarding an approaching status update.

*Independents Claim 34:*

- 18) The Final Office Action fails to show where any of the cited references disclose or render obvious that the database sends alerts to the help desk client alerting the help desk user that a time to take a specified action is approaching.
- 19) The Office Action fails to explain why one of skill in the art in possession of the cited references would have derived sending an alert that a contractually required time to take a specified action is approaching. In other words, the mere combination of the references would merely produce a system that triggers an escalation level in response to a contractually-required time. The Office Action fails to set forth any plausible reason, however, to explain why one of skill in the art in possession of these references would have derived sending an alert about an approaching contractually-required deadline.

*Dependents Claim 39:*

- 20) The Examiner fails to explain why sending an alert teaches that the active tickets displayed are only those that have reached predetermined percentage of the time before their due date.

**In response to argument 1**, Examiner respectfully disagrees. The recitation **the customer is consulted or has any input regarding the selection of the deadline** has not been given patentable weight because the recitation occurs in the preamble. A preamble is generally not accorded any patentable weight where it merely recites the purpose of a process or the intended use of a structure, and where the body of the claim does not depend on the preamble for completeness but, instead, the process steps or structural limitations are able to stand alone. See *In re Hirao*, 535 F.2d 67, 190 USPQ 15 (CCPA 1976) and *Kropa v. Robie*, 187 F.2d 150, 152, 88 USPQ 478, 481 (CCPA 1951). Further, in response to Appellant's argument that the references fail to show certain features of Appellant's invention, it is noted that the features upon which Appellant relies (i.e., **the customer is consulted or has any input regarding the selection of the deadline**) are not recited in the rejected claim(s). Although the claims are interpreted in light of the specification, limitations from the specification are not read into the claims. See *In re Van Geuns*, 988 F.2d 1181, 26 USPQ2d 1057 (Fed. Cir. 1993).

**In response to argument 2**, Examiner respectfully disagrees. Appellant's arguments against the references individually, one cannot show nonobviousness by attacking references individually where the rejections are based on combinations of references. See *In re Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA 1981); *In re Merck &*

Art Unit: 3623

Co., 800 F.2d 1091, 231 USPQ 375 (Fed. Cir. 1986). Jones et al., in view of Tsykin teaches the limitations as shown: Jones et al., teaches *inspecting a service ticket in a database to determine a deadline for when a problem associated with the service ticket must be resolved*, please see col. 3, lines 11-20; col. 5, line 60-col. 6, line 2; col. 6, line 35-col. 7, line 61; col. 8, line 55-col. 10, line 64 which teaches time intervals corresponding to escalation levels for a trouble ticket; the escalation levels being defined based on the trouble ticket remaining unresolved for a time exceeding user specified time intervals; a ticket reporting and tracking system for inputting trouble tickets and keeping track of the ticket status in the repair process, where the information contained in the trouble report is stored in the ticket reporting and tracking system, data files are formatted into data records and send to a managing module, where the records are stored in memory and then evaluated against a configuration data file to determine if an alert should be transmitted. In addition, Jones et al., et al. teaches “the escalation levels being defined based on the trouble ticket remaining unresolved for a time exceeding user specified time intervals; (Jones et al., et al., col. 5, lines 63-65); a ticket reporting and tracking system for inputting trouble tickets and keeping track of the ticket status in the repair process (Jones et al., et al. col. 6, lines 35-37). Jones et al., et al. does not expressly teach that *the deadline based upon a contractually determined severity of the problem and a corresponding contractually required time for resolution of the problem*. However, Tsykin in an analogous art of monitoring service tickets (e.g., automated service level reporting) for the purpose of determining severity and required

Art Unit: 3623

time for resolution of the problem based upon a contract (Tsykin, page 10, Figure 12) as shown does:

- with the deadline based upon a contractually determined severity of the problem and a corresponding contractually required time for resolution of the problem (page 10, Figure 12, which teaches a deadline based upon a contract (e.g., Service Level Agreement, SLA) which is old and well known that SLA is a negotiated agreement between two parties where one is the customer and the other is the service provider. Figure 12 teaches item “Help Desk Response” with a determined severity of the problem “Severity 1, Severity 2 and Severity 3” and corresponding contractually required time for resolution of the problem “Severity 1: < 30 min, Severity 2: < 2 hrs and Severity 3: < 2 hrs of next shift”);

Therefore, it would have been obvious to one of ordinary skill in the art to modify Jones et al., et al., to include the teaching of Tsykin (deadlines based upon a contractually determined severity of a problem and corresponding contractually required time for resolution of the problem) because the claimed invention is merely a combination of old elements (determining deadlines based on contractually determined severity e.g., Service Level Agreement [please see Final Office action mailed on 5/6/2009 page 3, number 10 for the definition of Service Level Agreement (SLA)] and alerting/notifying help desk user based on a deadline e.g., escalation level for unresolved tickets), and in the combination each element merely would have performed the same function as it did separately (Jones et al., provides an alerting system to ensure awareness of pending

Art Unit: 3623

customer generated trouble tickets which have not been resolved for at least a predetermined duration corresponding to an escalation level and Tsykin disclose an automated service level monitoring and reporting process), and one of ordinary skill in the art would have recognized that the results of the combination were predictable (determine deadlines based on service level agreements between the help desk user and customers).

**In response to arguments 3, 8, 11 and 13,** Examiner respectfully disagrees. Jones et al., teaches *displaying, on a display device at the help desk, a graphical display populated with representations of service tickets that have reached a predetermined percentage of the time before their due date* (col. 5, lines 51-53, which teaches that “the notification comprises an alphanumeric or digital page, an e-mail message, or an X-Windows terminal display message.” Where through an X-Windows terminal display “[t]he notification” which it “may contain various information, including the trouble ticket number, an escalation level, the date and time the ticket was first entered into the WFA system, the service type having trouble, customer name, current status of the ticket” (e.g., incomplete, complete, a predetermined percentage of the time before their due date) “and the identification (e.i. initials) of the technician involved in the service restoration effort.”);

Jones et al., et al. teaches the use of X-Windows system to display graphically the notification to a user with information related to a trouble ticket (Jones et al., et al. col. 5, lines 49-60). Jones et al., et al. does not expressly teach that through the X-Window system a graphical display is populated with representations of service tickets



Art Unit: 3623

as claimed. However, Scheifler in an analogous art of displaying user graphical interfaces through an X-Windows system for the purpose of enabling a user to modify an existing X-Windows system to populate a representation of service tickets (Scheifler et al, page 79, 1<sup>st</sup> ¶) as shown does, where Scheifler et al. teaches that a X-Windows system enables a user “to build applications and to manage desktop” and it provides “a wide variety of application and user interfaces to be built easily” (Scheifler et al, page 79, 1<sup>st</sup> ¶) .

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Jones et al., X- Windows system as taught by Scheifler et al. to graphically display a representation of tickets that have reached a predetermined percentage of the time before their due date because Scheifler X- Window system “provides high performance, high-level, device-independent graphics” (e.g. a graphical display). In addition, “desktop management can be custom-tailored to individual environments” (e.g., to display graphically a representation of tickets) (Scheifler et al, page 79, 1<sup>st</sup> ¶).

**In response to argument 4**, Examiner respectfully disagrees. Please see the following passage of Jones et al., which teaches that Jones et al., provides “an apparatus and method for monitoring customer generated trouble reports and generating notification to alert key personnel or management that outages (i.e. troubles) exist that have exceeded predefined time limits or intervals” (e.g., a deadline of a service ticket) (col. 1 lines 65-67-col. 2 lines 1-2) in order to “proactively ensures awareness” (col. 2, lines 48-49).

**In response to argument 5**, Examiner respectfully disagrees. Jones et al., teaches *determining a deadline approaching alert time at which a help desk user must be notified that the deadline for resolving the problem must be met* in col. 3, lines 11-20; col. 5, line 60-col. 6, line 2; col. 6, line 35-col. 7, line 61 that time intervals corresponding to escalation levels for a trouble ticket; the escalation levels being defined based on the trouble ticket remaining unresolved for a time exceeding user specified time intervals; *and alerting the help desk user that the deadline for resolving the problem is approaching when the deadline approaching alert time is reached* in col. 11, line 13-col. 12, line 30 teaches when the alerting criteria for a ticket is satisfied, then notification should be sent to the appropriate management or personnel. Jones et al., in view of Tsykin teaches that the deadline is based upon a contractually determined severity of the problem as shown above in the response to argument 2.

**In response to argument 6**, Examiner respectfully disagrees. Please see the response to arguments 2 and 5. In addition, Tsykin teaches in page 10, Figure 12, a deadline based upon a contract (e.g., Service Level Agreement, SLA) which is old and well known that SLA is a negotiated agreement between two parties where one is the customer and the other is the service provider wherein Figure 12 teaches item “Help Desk Response” with a determined severity of the problem “Severity 1, Severity 2 and Severity 3” and corresponding contractually required time for resolution of the problem “Severity 1: < 30 min, Severity 2: < 2 hrs and Severity 3: < 2 hrs of next shift”. For Severity 1, the contractually required time for resolution of the problem e.g., deadline is less than 30 minutes, for severity 2 is less than 2 hours and for severity 3 is less than 2

Art Unit: 3623

hours of next shift. Therefore, Tsykin teaches deadlines based upon a contractually determined severity of the problem (severities 1-3) and a corresponding contractually required time for resolution of the problem (< 30 min).

**In response to arguments 7 and 10**, that there is no suggestion to combine the references, the examiner recognizes that obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some teaching, suggestion, or motivation to do so found either in the references themselves or in the knowledge generally available to one of ordinary skill in the art. See *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988) and *In re Jones*, 958 F.2d 347, 21 USPQ2d 1941 (Fed. Cir. 1992). In this case, Jones et al., provides an alerting system for proactively ensuring awareness of pending customer generated trouble tickets which have not been resolved for at least a predetermined time duration corresponding to an escalation level which sends alert to a recipient assigned to this escalation level. (Abstract). The predetermined alerting criteria may include at least one time interval. Each time interval corresponds to an escalation level. (col. 3, lines 16-18). Escalations levels may be defined based on the trouble ticket remaining unresolved for a time exceeding user specified time intervals. (col. 5, lines 61-63). See also figures 3A and 3B. Tsykin teaches that Service Level Agreements (SLAs), which are a legal contract that specifies the minimum expectations and obligations that exist between a service provider and a service customer [please see Final Office action mailed on 5/6/2009 page 3, number 10 for the definition of Service Level Agreement (SLA)] Table 12 illustrates that for each contractually determined

Art Unit: 3623

severity (1, 2 and 3), a corresponding required time for resolution (e.g., user specified time intervals, 0-30 min, 0-2 hours). Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Jones et al., escalation level to be invoked for a time approaching the contractually-specified resolution time as taught by Tsykin because Service Level Agreements are based on user specified time intervals (e.g., minimum expectations and obligations) in order to solve trouble tickets.

See also the response to arguments 2, 4, 5 and 6.

**In response to arguments 9 and 12**, Examiner respectfully disagrees. Please see the response to arguments 2, 4, 5, 6 and 7.

**In response to argument 14**, Examiner respectfully disagrees. Jones et al., teaches *determining a status update interval for the service ticket* (col. 7, lines 19-39 teaches the application receiving reports on a time interval); *and responsive to a determination that the problem has not been resolved by the deadline, determining a first status update alert time to alert the help desk user* (vol. 7, lines 19-61 teach that the interval should be predefined and publicly known because a configuration data file for alerting contains time periods for alerting based upon this interval where once the time duration of other alerting criteria has been satisfied, the module requests an alert to be sent to the appropriate personnel). Jones et al., et al. does not expressly teach *alerting the help desk user to then send a status update to the customer*. However, Riley et al. in an analogous art of implementing service desk capability for the purpose of sending a status update to the customer (paragraphs 136-137), Riley et al. teaches alerting the help desk user to send a status update to the customer (paragraphs 136-137 teach the

Art Unit: 3623

exceeding a target time and sending a notification to a personnel who will be assign the problem, “[s]ince as assignment is made through notification, more than one party (the assignee) may be notified. Fig. 10 suggests which person to notify”, please see Figure 10 “Notification Addressee” “Tier 1 logger and/or customer” where paragraph 144 teaches that as service requests are escalated, or as they exceed target time and are assigned a higher tier operator in which notifications are sent to the new personnel, the Service Desk, or the personnel, needs “to communicate the status with the customer on a regular basis and update the status constantly with the tracking tool”.

It would have been obvious to one of ordinary skill in the art to include in the method monitoring progress of customer generated trouble tickets of Jones et al., et al. the ability to send a status update to the customer in response to ticket escalation as taught by Riley et al. since the claimed invention is merely a combination of old and well known elements, and in the combination, each element merely would have performed the same function it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

**In response to argument 15**, that the references fail to show certain features of Appellant’s invention, it is noted that the features upon which Appellant relies (i.e., **determining a first deadline for alerting the customer**) are not recited in the rejected claim(s). Although the claims are interpreted in light of the specification, limitations from the specification are not read into the claims. See *In re Van Geuns*, 988 F.2d 1181, 26 USPQ2d 1057 (Fed. Cir. 1993).

**In response to argument 16**, Examiner respectfully disagrees. Please see the response to arguments 2, 4, 5, 6, 7 and 14.

**In response to argument 17**, Examiner respectfully disagrees. Please see the response to argument 14. In addition, Jones et al., et al. teaches *responsive to a determination that the problem has not been resolved after a time has passed, determining a time to alert the help desk user* as recited above in claim 1. However, Jones et al., et al. does not teach *the time being a status update time or determining a time to alert the help desk user that a time to provide a new status update to the customer is approaching and alerting the help desk user prior to the time to provide the new status update*. Riley et al. teaches *time being a status update time and determining a time to alert the help desk user that a time to provide a new status update to the customer is approaching and alerting the help desk user prior to the time to provide the new status update* (paragraphs 77-82 teach reminding personnel when to escalate incidents, when to provide status information to users, and when service levels are not being met; Fig 12 teaches notifying or alerting of escalation and contacting the customer as part of the whole service request escalation process, or rather alerting of escalation, which includes a new status update, see also paragraph 144 "[a]s service requests are escalated, the Service Desk needs to communicate the status with the customer on a regular basis and update the status constantly with the tracking tool").

It would have been obvious to one of ordinary skill in the art to include in the method monitoring progress of customer generated trouble tickets of Jones et al., et al. the ability to alert of a status update time and providing new status updates to the customer

Art Unit: 3623

as taught by Riley et al. since the claimed invention is merely a combination of old and well known elements, and in the combination, each element merely would have performed the same function it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

**In response to argument 18**, that the references fail to show certain features of Appellant's invention, it is noted that the features upon which Appellant relies (i.e., **that the database sends alerts to the help desk user that a time to take a specified action is approaching**) are not recited in the rejected claim(s). Although the claims are interpreted in light of the specification, limitations from the specification are not read into the claims. See *In re Van Geuns*, 988 F.2d 1181, 26 USPQ2d 1057 (Fed. Cir. 1993). Further, the database stores tickets and the monitor server is the one who sends alerts as disclose in claim 34. Jones et al., teaches that *the database stores tickets and information regarding ticket types, ticket severities; for actions to be performed for each of the ticket types and ticket severities* (col. 11, lines 35-66 teach the report information containing information including type of service required, or ticket type, ticket duration, status, position, escalation levels, or time for actions to be performed for each ticket, which includes ticket type; col. 15, lines 35-44 teach that the severity of repair work can be indicated in the report as well) and *the monitoring server monitors tickets in the database, determines when time for actions are approaching, and sends alerts to the help desk client alerting the help desk user that a time to take a specified action is approaching* (col. 3, lines 11-20; col. 5, line 60-col. 6, line 2; col. 6, line 35-col. 7, line 61 teaches time intervals corresponding to escalation levels for a trouble ticket; the

Art Unit: 3623

escalation levels being defined based on the trouble ticket remaining unresolved for a time exceeding user specified time intervals; col. 11, line 13-col. 12, line 30 teaches when the alerting criteria for a ticket is satisfied, then notification should be sent to the appropriate management or personnel “(iii) validating the alerting time interval or period for each ticket based on the configuration data file of the service center specified in the ticket; (iv) flagging as an alert if the ticket meets the defined alerting criteria; and (v) sending the flagged ticket to the alerting or paging process.” See also figures 3A and 3B);

**In response to argument 19**, that there is no suggestion to combine the references, the examiner recognizes that obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some teaching, suggestion, or motivation to do so found either in the references themselves or in the knowledge generally available to one of ordinary skill in the art. See *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988) and *In re Jones*, 958 F.2d 347, 21 USPQ2d 1941 (Fed. Cir. 1992). In this case, Jones et al., provides an alerting system for proactively ensuring awareness of pending customer generated trouble tickets which have not been resolved for at least a predetermined time duration corresponding to an escalation level which sends alert to a recipient assigned to this escalation level. (Abstract). The predetermined alerting criteria may include at least one time interval. Each time interval corresponds to an escalation level. (col. 3, lines 16-18). Escalations levels may be defined based on the trouble ticket remaining unresolved for a time exceeding user specified time intervals. (col. 5, lines



Art Unit: 3623

61-63). See also figures 3A and 3B and col. 12, lines 19-33. See also the response to argument 18. Riley et al., teaches that “the operator analyzes the service request in order to prioritize it. The resulting prioritization is used to classify the request against all other requests made by the Service Desk customers and determines the speed in which the service request should be handled” (e.g., contractually required times) “(according to defined Service Level Agreements or SLAs).” Further, “[t]he type of information necessary for assigning priority can include: [t]he service request’s impact, the service request’s severity, the criticality of the business function affected, the resolution urgency. The meaning of each of these terms will be adjusted to fit the organization, but each should be clearly defined and documented” (e.g., Service Level Agreement or SLAs) which is old and well known that SLA is a negotiated agreement between two parties where one is the customer and the other is the service provider where the level of service is formally defined (Riley et al, ¶ 0116-0121). Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to send an alert about an approaching contractually required deadline (e.g., service level agreements), as taught by Riley et al., to improve Jones et al., thereby giving the predictable result of setting out “the services to be performed and the target service levels to be achieved. These SLAs are designed for the user community and are written with the Service Desk customers in mind.” (Riley et al., ¶ 0032).

**In response to argument 20**, Examiner respectfully disagrees. Please the response to argument 3 and the following passage of Jones et al., which teaches *wherein the active tickets displayed are only those that have reached a predetermined*

Art Unit: 3623

*percentage of the time before their due date* (col. 1 lines 65-67-col.2 lines 1-2 and col. 2, lines 23-34, teaches that a notification is sent through the X-Windows system which is fully customizable as discussed above in the response to argument 3, “to alert key personnel or management that outages (i.e. troubles) exist” (e.g., active tickets) “that have exceeded predefined time limits or intervals” (a predetermined percentage of the time before their due date). Jones et al. teaches that the notification display only those ones that have exceeded a predefined time limit or intervals. See also col. 5, lines 41-44”provides a management tool to alert recipients of trouble tickets having exceeded predefined tie interval(s) without service resolution or repair”.

**(11) Related Proceeding(s) Appendix**

No decision rendered by a court or the Board is identified by the examiner in the Related Appeals and Interferences section of this examiner’s answer.

For the above reasons, it is believed that the rejections should be sustained.

Respectfully submitted,

/Nadja Chong/

Examiner, Art Unit 3623

Conferees:

/Beth V. Boswell/

Supervisory Patent Examiner, Art Unit 3623

Application/Control Number: 10/615,054

Page 42

Art Unit: 3623

Vincent Millin /vm/

Appeals Conference Specialist